

EXHIBIT D

TO: Ehud Yonay



This is a letter of agreement between you and CALIFORNIA Magazine, Inc. regarding the following assignment for CALIFORNIA Magazine. Please read the letter carefully, sign where indicated, and return one copy. If you have any questions, do not hesitate to call us--but remember that we will be unable to pay you until we have received our signed copy.

By signing this letter of agreement, you enter into a contract with CALIFORNIA Magazine, Inc. on the following terms:

ARTICLE: -----MIRAMAR----- LENGTH: TBD

FEE: -----THREE THOUSAND-----

DEADLINE: N/A KILL FEE: \$600.00 EXPENSES: \$600.00

(1) In exchange for the fee, you agree to give CALIFORNIA all periodical rights in the article, including First North American Serial Rights, and the non-exclusive right to reprint the article in an anthology. CALIFORNIA agrees to pay you an additional fee to be determined at the time of publication if your article is used in an anthology. CALIFORNIA also agrees to pay you two-thirds of all income received by the magazine if we re-sell your article to another publication. (This means CALIFORNIA will seek to re-publish your article in other periodicals, but you will receive two-thirds of the proceeds. This also means that if CALIFORNIA publishes an anthology of CALIFORNIA stories, we can include your article. If we do so, you will receive a proportional share of the standard writer's royalty. Finally, CALIFORNIA will give you the right to include your story in other anthologies, and you will keep the right to sell a derivative work based on your article, such as a book or a screenplay.)

(2) You agree that you will be the sole author of the article and that it will be an original work that has not appeared in print in any other publication. (This will avoid any conflict over rights prior to publication in CALIFORNIA.)

(3) You agree to use all reasonable care in reporting and writing the article to make sure that it is factual and accurate, that it is not obscene, that it does not defame or invade the privacy of any person, and that it does not infringe the copyright of any person or business. (This means that you will be careful to follow the standards and practices of good journalism, and thus it helps to protect you and CALIFORNIA from lawsuits.)

(4) You agree to keep all notes, tape recordings, documents, and other working papers used in reporting and writing the article for a period of two years. You also agree to notify CALIFORNIA immediately if you learn of a lawsuit regarding your article, and you agree to cooperate with CALIFORNIA if a lawsuit is filed. (This means you will make yourself and your materials available to our attorneys and will cooperate with them if we are sued.)

(5) You agree that the editors of CALIFORNIA will have the right to edit your article and to decide if and when it will be published. (This means that when we accept and pay for the article, we have the right to decide how it will be used in CALIFORNIA.)

For CALIFORNIA Magazine, Inc.
Post Office Box 69990
Los Angeles, California 90069
Tel: (213) 273-7516

BY: 
Scott Kaufer, Editor

YONAY00001

DATE: April 29, 1983

TO: Ehud Yonay



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Post Office Box 69990
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BY: _____

YONAY00002

ARTICLE: ----- -MIRAMAR----- LENGTH: TBD

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Scott Kaufer, Editor

AUTHOR: 
SOC. SEC. #: 558-64-0354